



City Manager's Office
City of Frisco, Texas

Memorandum

To: Honorable Mayor Maso and Members of the Frisco City Council

Cc: George A. Purefoy, City Manager

From: Ron Patterson, Assistant City Manager

Date: 02/11/2010

Agenda Caption: Consider and Act upon approval of a Settlement Agreement and a Relinquishment Agreement by and between the City of The Colony, the City of Frisco and the North Texas Municipal Water District authorizing the Mayor execute both documents. (CMO\RP)

Action Requested:

Approval of a Settlement Agreement and a Relinquishment Agreement with the City of The Colony and North Texas Municipal Water District related to a current court action pending before the Texas Supreme Court and the relinquishment of certain rights and responsibilities related to the Stewart Creek West Regional Wastewater System Contract, dated May 28, 1998.

Background Information:

As you are aware The Colony filed suit against North Texas Municipal Water District and the City of Frisco related to the Stewart Creek West Regional Wastewater System Contract, dated May 28, 1998. The Colony did not agree with the resulting court findings and has since appealed the decision to the Texas Supreme Court.

As you are further aware Frisco and The Colony staff has been working towards an agreement that would set aside the current legal action between the parties as well as address a number of outstanding concerns between the two entities. Specifically, the proposed agreement would address the following matters:

1. Require payment to Frisco from The Colony the outstanding sums due as awarded by previous court action.

2. Both parties would dismiss of the Appeal pending before the Texas Supreme Court.
3. Execution of a Relinquishment Agreement (related to “Stewart Creek West Regional Wastewater System Contract,” dated May 28, 1998) in which, generally, The Colony would give up any rights to capacity under that agreement and Frisco would continue to make payments to the North Texas Municipal Water District for the sewer capacity in question.
4. The Colony would provide utility easements required to construct a sewer line and associated infrastructure through The Colony.
5. The Colony would release a portion of property it annexed, which has been in dispute, to the City of Frisco.
6. Frisco will allow connection of Memorial Drive from The Colony to Spring Creek Parkway with a realignment of Town and Country Boulevard creating a “T” intersection as well as a full access median opening. This intersection will be signalized. Such connection will be subject to:
 - a. The Colony obtaining all required ROW;
 - b. The Colony completing all required engineering in accordance with Frisco standards and to be approved by Frisco;
 - c. The roadway must be designed with an “under pass” at the railroad;
 - d. The Colony will operate and maintain any storm drainage systems at the railroad underpass;
 - e. The road will require sidewalks on each side as designated on the exhibit;
 - f. All Frisco roadway lighting, irrigation, and landscaping standards will apply;
 - g. The roadway will be constructed by The Colony at its expense;
 - h. “Commercial Trucks” as through truck traffic will be prohibited by Frisco and The Colony on the roadway;
 - i. The Colony will support placement of a rail station at the proposed Spring Creek location within Frisco;
 - j. For purposes of construction of the “Project” (the roadway) The Colony will be deemed to have complied with Frisco’s “Border Street Ordinance.”
 - k. The Colony will allow and support the connection of Lone Star Parkway to FM423 through The Colony.

Alternatives:

The City Council could consider the following alternatives:

- Table the Agreements.
- Not approve the Agreements.
- Direct staff to make changes or modifications as directed.

Financial Considerations:

The City of The Colony would be required to make a payment to the City of Frisco in accordance with the terms of the Agreement.

Legal Review:

The document has been reviewed by Richard Abernathy.

Supporting Documents:

Settlement Agreement with Relinquishment Agreement attached as Exhibit "1" to the Settlement Agreement.

NOTE: The attached document is still in DRAFT form and may require some additional editing prior to the meeting.

Staff Recommendation:

Staff recommends passage assuming final edits are acceptable to both parties.